

# **EXHIBIT B**

Attorney for Plaintiff Mark V. Stewart

Mark V. Stewart,

Plaintiff,

vs.

**COMPLAINT FOR DAMAGES FOR  
BREACH OF ORAL CONTRACT;  
FRAUD IN THE INDUCEMENT OF  
CONTRACT; NEGLIGENCE  
MISREPRESENTATION**

DynCorp International and DOES  
1 - 10, INCLUSIVE,

[Unlimited - Exceeds  
\$25,000.00]

Defendants.

**JURY DEMAND**

Plaintiff demands a jury trial and alleges as follows:

I.

## GENERAL ALLEGATIONS

1. At all times mentioned in this complaint, Mark V. Stewart (hereinafter "Plaintiff") was and is a resident of the County of San Diego and State of California.

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1        2. At all times mentioned in this complaint, Defendant  
2 DynCorp International (hereinafter "Defendant") was and is a  
3 corporation existing under the laws of the State of California  
4 and authorized under the laws of this state to conduct business  
5 in this state as, among other things, to provide global  
6 government services in support of the United States national and  
7 foreign policy objectives that include, among others, fielding  
8 teams of technicians to maintain military aircraft for all  
9 branches of the U.S. Armed Forces; recruiting, training and  
10 managing civilian peacekeepers and police trainers; providing  
11 support to protect American diplomats; and providing logistics  
12 and contingency support to the U.S. military and its allies.

13        3. The true names and capacities, whether individual,  
14 corporate, associate, or otherwise, of DOES 1 through 10,  
15 inclusive, are unknown to Plaintiff. Plaintiff will amend this  
16 complaint and insert said true names and capacities when they  
17 are ascertained. Plaintiff is informed and believe, and upon  
18 such information and belief thereon allege, that each such  
19 fictitiously-named defendants designated herein are liable to  
20 Plaintiff in some manner for the acts, events, happenings, and  
21 occurrences alleged herein which have caused injury, if any, and  
22 damage, if any, as a result of said defendant's relationship to  
23 the named Defendant herein, or by the participation in said  
24 acts, events, happenings, and occurrences, and are therefore  
25 responsible to Plaintiff, all as hereinafter set forth.

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II.

**FACTUAL ALLEGATIONS**

4. Plaintiff was hired by the Defendant on or about December 11, 2009 as a plumber. Plaintiff worked for the Defendant in Afghanistan at the Kandahar Air field.

5. Between December and March 2009, the shop in which Plaintiff was working lost most of its supervisors due transfers to other camps and transfers back to the United States. Necessity caused Plaintiff to continue his work as a plumber and perform additional duties created by the vacant supervisor positions. One of those additional supervisor duties required Plaintiff to work in the shop administrative office where he established a material and tool catalog to track and order shop assets and materials. The Defendant and its employees and agents were impressed with Plaintiff's performance as an acting supervisor.

6. On or about April 2010, the then supervisor, Brandon Riley, was scheduled to take a vacation leaving the shop without any supervisors. Management advised Riley to find someone in the shop to take responsibility for the shop while he was gone on vacation. Riley asked Plaintiff to take on this supervisory position and Plaintiff agreed with the understanding between he and Riley that he, Plaintiff, would be promoted to either foremen or supervisor upon Riley's return from vacation.

7. After Riley returned from vacation Plaintiff was offered the position of Plumbing Foreman by Riley at a salary of \$95,000.00 per year. Plaintiff accepted the offer, and the offer and acceptance was reduced to a writing known as a

1 "Personnel Action Form" signed and executed by his supervisor  
2 Brandon Riley, his site manager Angela Ham, Scott Mount  
3 representing "Operations," Chett Hymas representing "Finance"  
4 and Silverera Sweet representing "Project Controls." The  
5 "Personnel Action Form" was dated April 28, 2010.

6 8. The "Personnel Action Form" clearly indicated that  
7 Plaintiff's promotion was to "fill (the) spot that has been  
8 opened due to Mr. George Garcia Plumbing Foreman Being relocated  
9 to Camp Stone" ... and that Plaintiff had taken on the duties and  
10 responsibilities of the position vacated by Garcia. The  
11 "Personnel Action Form" also indicated that Plaintiff be hired  
12 for either as a Plumbing Foreman position or Plumbing Supervisor  
13 position at a salary range of between \$95,000.00 - \$100,000.00  
14 per year.

15 9. Plaintiff continued to work in the position and  
16 perform the duties of a Plumbing Foreman/Supervisor without  
17 receiving the pay associated with the position.

18 10. Plaintiff was told that the reason that he had not  
19 received the requisite pay for the Plumbing Foreman/Supervisor  
20 Position was because the Human Resources Department had not  
21 received a "requisition number" necessitating the raise in pay.  
22 However, Plaintiff was informed by his management supervisors,  
23 i.e., Brandon Riley (his direct supervisor), Dave Cannaliato  
24 (Operations and Maintenance Supervisor) and Angela Ham (the Site  
25 Manager) that Plaintiff was well deserving of the promotion and  
26 they all required Plaintiff to continue working in the position  
27 of Plumbing Foreman/Supervisor noting that Plaintiff would  
28 receive the commensurate pay and associated back pay regarding

1 the Plumbing Foreman/Supervisor Position as soon as the  
2 appropriate requisition number was received by the Human  
3 Resources Department.

4 11. During this time, including the date Plaintiff agreed  
5 to and accepted the promotion, the Defendant, including  
6 Plaintiff's management supervisors, knew or had knowledge to the  
7 effect that Plaintiff was leaving the project on December 12,  
8 2010.

9 12. Comes December 12, 2010, Plaintiff have as of yet to  
10 receive any pay associated with his agreed upon promotion even  
11 after again being promised such by his management supervisors  
12 and others representing the Defendant including Tommy James,  
13 Defendant's Regional Site manager/ Deputy Project Manager and  
14 Daniel Huff, Defendant's Human Resources Director in  
15 Afghanistan.

16 13. It is significant to note that the Defendant's  
17 Operations and Management Manager, Dave Cannaliato, and its  
18 Human Resources Director for Defendant in Afghanistan, Daniel  
19 Huff, offered Plaintiff the employment position as the  
20 Operations and Maintenance Supervisor at a salary of  
21 \$120,000.00, since he had also been performing duties of that  
22 position since April 28, 2010. Plaintiff departed Defendant's  
23 employment before accepting the offered position.

24 **III.**

25 **FIRST CAUSE OF ACTION**

26 **BREACH OF ORAL CONTRACT**

27 14. Plaintiffs refer to the allegations contained in  
28 paragraphs 1 through 13 of this complaint, and incorporate said

1 allegations herein as though set forth in full.

2 15. As set forth above on the date indicated, Plaintiff  
3 executed and entered into an oral employment contract/agreement  
4 for services to be provided the Defendant as noted herein above.  
5 Thereafter, the Defendant, including his employees and agents  
6 noted herein above, has summarily and without proper  
7 justification failed to abide by said oral contract/agreement  
8 described herein.

9 16. Plaintiff has performed, if not was willing and able  
10 to perform, all conditions, covenants, and promises required to  
11 be performed on his part in accordance with and under the terms  
12 and conditions of said oral contract/agreement in that he would  
13 perform the duties of a Plumbing Foreman/Supervisor as a result  
14 of the agreed upon promotion dated April 28, 2010.

15 17. The Defendant, including its employees and agents as  
16 noted herein above, breached said contract/agreement by refusing  
17 to abide by the terms and conditions of the contract/agreement  
18 including, requiring Plaintiff to perform the duties of a  
19 Plumbing Foreman at a yearly salary range of \$95,000.00 -  
20 \$100,000.00 starting April 28, 2010. Plaintiff accepted the  
21 offer, and the offer and acceptance was reduced to a writing  
22 known as a "Personnel Action Form" signed and executed by the  
23 Defendant's employees and agents Brandon Riley then Plaintiff's  
24 supervisor, his site manager Angela Ham, Scott Mount  
25 representing "Operations," Chett Hymas representing "Finance"  
26 and Silverera Sweet representing "Project Controls."

27 18. Plaintiff has worked in the position and performed the  
28 duties of a Plumbing Foreman/Supervisor without receiving the



1 pay associated with the Plumbing Foreman/Supervisor position  
2 starting April 28, 2010 up until December 12, 2010.

3 19. As a direct, foreseeable, and proximate result of said  
4 breach of contract/agreement, Plaintiff have suffered, and  
5 continues to suffer, substantial damages all subject to an  
6 amount to be proven at trial.

7 **IV.**

8 **SECOND CAUSE OF ACTION**

9 **FRAUD IN THE INDUCEMENT OF CONTRACT**

10 20. Plaintiff refers to the allegations contained in  
11 paragraphs 1 through 19 of this Complaint, and incorporate said  
12 allegations herein as though set forth in full.

13 21. As herein described above Plaintiff and the Defendant,  
14 including its agents and employees mentioned herein above,  
15 Brandon Riley, Plaintiff's then immediate Supervisor, his site  
16 manager Angela Ham, Scott Mount representing "Operations," Chett  
17 Hymas representing "Finance" and Silverera Sweet representing  
18 "Project Controls" consummated and executed an oral  
19 contract/agreement between themselves on behalf of the Defendant  
20 with Plaintiff. The contract/agreement was consummated on April  
21 28, 2010 wherein Plaintiff was to perform the duties of a  
22 Plumbing Foreman/Supervisor at a yearly salary range o \$95,000 -  
23 \$100,000.00.

24 22. Plaintiff is informed and believes, and thereon  
25 alleges, the Defendant, represented by its employees and agents  
26 herein described executed the employment contract/agreement with  
27 the express purpose and intent to deceive and defraud Plaintiff  
28 and to induce Plaintiff to enter into the above described



1 contract/agreement and to perform the duties of a Plumbing  
2 Foreman/Supervisor at a yearly salary range of \$95,000.00 -  
3 \$100,000.00.

4 23. Plaintiff was induced, at his detriment, to rely on  
5 the promises of the Defendant, including its employees and  
6 agents, in the consummation of the employment  
7 contract/agreement, and Plaintiff would not have entered into  
8 the above-described contract/agreement if it was known that the  
9 Defendant and its employees and agents were not intending to  
10 abide by their promises and the conditions and covenants of the  
11 employment contract/agreement. The reliance by Plaintiff was  
12 justified because Defendant, including its employees and agents  
13 was in a position of advantage with respect to knowledge of  
14 facts in regard to how Plaintiff would perform at the time of  
15 contracting.

16 24. As a direct and proximate result of the wrongful  
17 misrepresentations and concealment of facts related to the  
18 above-described employment contract/agreement, Plaintiff have  
19 been forced to retain attorneys and incur substantial costs and  
20 expenses, including consequential damages, in an attempt to  
21 obtain the benefits under the employment contract/agreement  
22 herein described, which Plaintiff is entitled to be compensated  
23 under California law. As such, Plaintiff prays judgment in an  
24 amount within the jurisdictional limit of this court, not yet  
25 ascertainable, but will be established at time of trial.

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V.

**THIRD CAUSE OF ACTION**

**NEGLIGENT MISREPRESENTATION**

25. Plaintiffs refer to the allegations contained in paragraphs 1 through 24 of this Complaint, and incorporate said allegations herein as though set forth in full.

26. The Defendant, including its employees and agents described herein above, made promises and representations to Plaintiff as discussed herein above. However, the Defendant, including its employees and agents, knew that said representations were at least false and fraudulent at the time they were made and such false and fraudulent representations were made for the express purpose of inducing Plaintiff to rely upon said representations pertaining to the employment with Defendant.

27. The Defendant, including its employees and agents, made the above-mentioned promises and representations with no reasonable ground for believing them to be true. The Defendant and its employees and agents were at least negligent in making the representations and promises made to Plaintiff concerning employment with the Defendant. These promises and representations were made by the Defendant and its employees and agents with the intent to induce Plaintiff to act in the manner herein alleged.

28. The Defendant and its employees and agents as noted herein made the above-mentioned promises and representations with no reasonable ground for believing them to be true, in that Plaintiff is informed and believe and thereon allege, the

1 Defendant, including its employees and agents had no accurate  
2 information to believe they could indeed complete the promises  
3 and covenants concerning employment with the Defendant.

4 29. Plaintiff, at the times these promises and  
5 representations were made by Defendant, including its employees  
6 and agents noted herein, and at the time Plaintiff took the  
7 actions as noted herein described, was ignorant of the falsity  
8 of the Defendant's and its employees' and agents' promises and  
9 representations and believed them to be true. In reliance on  
10 these representations, Plaintiff was induced to, and did, take  
11 the actions described herein above. Plaintiff's reliance on the  
12 Defendant's and its Employees' and agents' promises and  
13 representations were justified.

14 30. As a proximate result of the Defendant's, including  
15 its employees' and agents', at least, negligent  
16 misrepresentations of fact, Plaintiff has been forced to retain  
17 attorneys and incur substantial costs and expenses, including  
18 consequential damages, all subject to an amount to be proven at  
19 trial.

20 **WHEREFORE**, Plaintiffs prays for judgment against the  
21 Defendant as follows;

22 1. For actual and compensatory damages, including front  
23 and back pay against the Defendant in a sum subject to proof at  
24 the time of trial;

25 2. For pre-judgment interest owed to Plaintiff pursuant  
26 to Code;


27 3. For special and consequential damages in a sum subject  
28 to proof at the time of trial;

- 1        4.    For reasonable attorney's fees pursuant to Code;
- 2        5.    For cost of suit herein incurred;
- 3        6.    For general damages in a sum subject to proof at the
- 4    time of trial;
- 5        7.    For such other and further relief as the Court deems
- 6    proper.

7    DATE: March 1, 2011                      **LAW OFFICES OF DOC ANTHONY ANDERSON III**

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By:

  
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Doc Anthony Anderson III, Esq.  
Attorney for Plaintiff